

## North Dakota Department of Transportation

## INVITATION TO BID

NDDOT Contract # 50130771

Bid Number: 988-89-13-050	Bid Opening Date & Time: 04/15/2013 02:00 PM
Items: Weed Spraying ROW	Buyer: Marilyn Langehaug
Bid Mailing Address: Rm. 222, 608 East Boulevard Avenue	Telephone Number: 701-328-4466
City, State, Zip: Bismarck, ND 58505-0700	Email: mlangehaug@nd.gov
Contract Period: 05/01/2013 TO 04/30/2014	Date Prepared: 03/21/2013

## BID RESPONSE

Please submit your bid response on the attached forms in conformance with the instructions and specifications in the NDAC 04-12-01 - 04-12-16. One copy of your bid response must be returned to the North Dakota Department of Transportation (NDOT) prior to the time and date specified for the bid opening. Bid responses received after the time and day specified for the bid opening will be rejected. Mark envelope with word "BID" and the opening time and date. **If your bid response is accepted by NDDOT, then your bid response will constitute a binding contract.**

## CONTRACT

This contract is made and entered into by and between NDDOT for the state of North Dakota (hereinafter state) and

Vendor Name <u>Walker's Lawn Care LLC</u>	Vendor Address <u>28 164th Ave NE Hillsboro ND 58045</u>
--	---

(hereinafter vendor). In consideration of and for the acceptance by the state of the offer made by the vendor pursuant to the bid response, the vendor agrees and promises to sell, furnish, and deliver to the state, at the time, places, and prices specified in the bid response, all goods, merchandise, supplies, commodities, equipment, or other items contained in the bid response and for which the vendor has been awarded this contract by the state. The vendor shall fully perform this contract in accordance with the terms and conditions contained in the bid response including all specifications, rules, or regulations mentioned therein, and shall comply with all applicable provisions of the NDAC 04-12-01 - 04-12-16 promulgated by the State Purchasing Division; such manual being made a part of this contract by reference. The Risk Management Appendix and Civil Rights Appendix, both attached, are hereby incorporated into and made a part of this agreement.

The following must be completed by the vendor; failure to do so may result in the rejection of the vendors bid proposal.

Vendor Name <u>Walker's Lawn Care LLC</u>		
Mailing Address <u>28 164th Ave NE Hillsboro ND 58045</u>		
Telephone Number <u>218-779-2744</u>	Fax Number <u>701-203-4057</u>	E-mail Address <u>walkerslawn@earthlink.net</u>

Ryan Walker owner  
Name & Title (Type or Print)

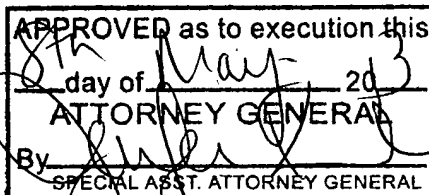
Ryan Walker  
Signature

4-9-13  
Date

To be signed by Owner; Partner; Corp. Pres., Vice Pres., or other authorized Corp. Officer or bid may be rejected. (if signed by other authorized Corp. Officer, please attach copy of Power of Attorney or other documentation showing authority to sign.)

FOR ND DEPARTMENT OF TRANSPORTATION USE ONLY Accepted by the state according to provisions of award.

Authorized Signature <u>Grant Levi</u>	Date <u>5/8/13</u>
Recommended for approval <u>Mike Koss</u>	Date <u>4-30-13</u>
Approximate contract amount <u>\$ 7,500.00</u>	



CMS  
CL-7480 (Rev. 50)

### **MAILING INSTRUCTIONS**

Mail only one completed and signed request for bid document per envelope, unless instructed otherwise. Request for bid documents not signed or received after the date and time specified in the request for bid will be rejected.

BID IS: ☒ SEALED   ☐ OPEN

Address the envelope containing your response in the following manner:

BID NUMBER - 988-89-13-050  
BID OPENING DATE - April 15, 2013; 2:00 PM Central  
NORTH DAKOTA DEPARTMENT OF TRANSPORTATION  
PROCUREMENT, ROOM 222  
608 E BOULEVARD AVE  
BISMARCK ND 58505-0700

### **BIDDERS INSTRUCTIONS**

1. **Acceptance/Rejection/Waiver.** The state of North Dakota reserves the right to accept or reject any or all bids and to waive minor irregularities or technicalities, provided such waiver does not substantially change the offer or provide a competitive advantage to any vendor, in the judgment of the state.
2. **Affirmative Action.** The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of handicapped, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability/handicap.
3. **Assistance to Bidders with a Disability.** Bidders with a disability that need an accommodation must contact the Procurement Officer prior to the deadline for receipt of bids so that reasonable accommodations can be made.
4. **Alterations and/or Corrections.** The person signing the bid response must initial any or all manual alterations and/or corrections to the bid response. Those bid responses with alterations and/or corrections that are not initialed may be rejected.
5. **Award.** Award will be made to a responsive, responsible bidder with the lowest price considering conformity with specifications, terms of delivery, quality, and serviceability. NDDOT reserves the right to consider bids varying in minor respects from any specific requirements herein, but judged to meet the intent of this request.

Contracts are not awarded at the bid opening. Bid responses will be firm for 30 days, unless stated otherwise.

6. **Awards, Splitting of.** The state reserves the right to make awards by item, groups of items, or on the total low bid for all the items specified as indicated in the detailed specifications. Bidders interested only in the total low bid for all items are to state 'all or nothing' on their bid response.

7. **Bidder Checklist.** HAVE YOU REMEMBERED TO:

- Bid F.O.B. Destination (Ship To: Address) Freight Prepaid.
- Mark envelope as indicated.
- Review Standard Terms and Conditions contained in this solicitation.
- Sign your bid on the cover sheet.
- Initial all bid/pricing changes you made.
- Bid responses must be submitted in ink or type written.
- Review and complete all requirements contained in this solicitation to ensure compliance.

8. **Bidder's Responsibility and Late Bids.** It is the bidder's responsibility to ensure that a bid response is physically deposited with the NDDOT Procurement Office prior to the date and time specified for the opening. Late bid responses will not be opened and will be rejected and returned regardless of the degree of lateness or the reasons. It is the bidder's responsibility to comply with the State of North Dakota's laws and regulations.

9. **Bid Summary.** Bid summaries are available when the bid has been awarded. When bids are issued using the State's electronic bidding system, the bid summary will be posted and available for download from:  
<http://www.nd.gov/spo/>

Bid summaries will be mailed to those bidders who supply a self-addressed, stamped envelope with their bid response. A copy of the bid summary may also be obtained by visiting the NDDOT Procurement Office during normal working hours.

10. **Bid Bond.** Waived in this instance: however, bidder(s) failing to enter into a contract with this office, upon notification of award, may be subject to removal from the bidder's list.

11. **Clarifications, Bid Changes and Questions Deadline.** The Procurement Officer is the point of contact. Any irregularities, lack of clarity, requested bid changes and all questions regarding this bid and the procurement process must be addressed to the Procurement Officer referenced on the first page of this document not later than end of business April 4, 2013 (Contact information is indicated on cover page). If a bid amendment is required, it will generally be issued after this date.

The bidder is cautioned that the requirement of this solicitation can be altered only by written amendments and that verbal communications from whatever source are of no effect.

12. **Definitions.**

- Bidder - any person or firm submitting a competitive bid in response to a solicitation.
- Bid summary - a summary of all bid responses received by the NDDOT Procurement Office.
- Bid response - the executed document submitted by a bidder in response to a solicitation.
- Contract - a deliberate written agreement between two or more competent persons to perform specific act or acts.
- Contractor - any person or firm having a contract with a governmental body.
- Solicitation - the process of notifying prospective bidders that the state wishes to receive bids for furnishing goods or services.

13. **Deviation from Specifications Supplied by NDDOT.** Unless otherwise indicated by the bidder, it will be assumed that specifications will be met in all respects. Any deviation from the minimum specifications indicated herein must be clearly pointed out PRIOR TO THE DEADLINE FOR RECEIPT OF QUESTIONS; otherwise, it will be considered that the items offered are in strict compliance with these specifications, and the bidder will be held responsible.

14. **Electronic & Facsimile Bids.** Bid responses are not to be email attached or faxed to the NDDOT unless this transmittal method has been authorized by the Procurement Officer or bid document. (Contact the Procurement officer regarding additional requirements and exceptions.) Bid responses electronically submitted or faxed may be rejected as non-responsive.

15. **Freight/F.O.B. Destination.** Freight and transportation charges are to be included in the price of the products, unless otherwise specified in the solicitation. (F.O.B. - Free On Board).

16. **Indemnification.** The attached Risk Management will be incorporated into the contract. The successful Bidder may be required to furnish proof of insurance, as detailed in the Risk Management Appendix.

17. **Multiple Bid(s).** Bidders may submit more than one bid response(s) for the item(s) specified in the solicitation. Each bid submitted must comply in all aspects with the bid requirements and these instructions.

18. **Negotiation.** NDDOT reserves the right to negotiate with the successful bidder to ensure the best possible consideration is afforded to all concerned.

19. **Open Records.** After award, bid documents will be subject to the North Dakota open records law. Records are closed or confidential only if specifically stated in law. If a request for public information is received, the procurement officer will determine whether the information is an exception to the North Dakota open records law, and the information will be processed appropriately. Those interested in reviewing the bid file, are to make arrangements, with the NDDOT Procurement Office. The NDDOT Procurement Office hours are 8:00 a.m. - 12:00 p.m. and 1:00 p.m. - 5:00 p.m. Monday through Friday.

20. **Performance Bond.** Successful bidders will not be required to furnish a performance bond; however, failure to perform satisfactorily will result in the immediate termination of the contract(s) and bidders may be subject to removal from the bidder's list.

21. **Preparation of Bid.** Bids will be accepted on NDDOT forms only. If the document is located on the State Procurement Office website, then bidder is to download the document and type or write their responses as indicated by the bid document. Alteration of the bid document may be cause for bid rejection. Bidders are cautioned to examine specifications and all instructions. Failure to do so will be at the bidder's risk.

22. **Pricing.** Unit prices are to be stated in United States currency and based on the unit of measurement specified in the solicitation, F.O.B. Destination, to the NDDOT delivery locations specified herein.

In the event of mathematical differences between the unit price and extended total, the unit price will prevail.

23. **Protest of Award.** An interested party may protest the award within seven days after receiving notice in accordance with N.D.C.C. 54-44.4-12 and N.D.A.C. 4-12-14.

24. **Receipt of Bids.** All sealed bids received by the NDDOT Procurement Office will be opened and read in Room 222, 608 East Boulevard Avenue, Bismarck, North Dakota, at the time specified in the solicitation.

25. **Rejection.** Bid responses may be rejected if:

- The bid response is not legible.
- The bid response is not submitted on the form supplied.
- The bid response is not completed as requested.
- The bid response is completed and/or signed in pencil.
- The bid response is faxed to the procurement office.
- The bid response is not signed by an authorized company representative.
- The bid response is not responsive to the specifications or other requirements of the solicitation.
- Changes to the bid response are not initialed.
- The bid response is received after the time and date specified.
- The bidder has not met Vendor Registration requirements or is suspended or debarred.
- The bid document has been altered by the bidder.
- The bidder is determined to be not responsible (N.D.A.C. 4-12-11-04).
- The price is not fair and reasonable
- Or a combination of above.

26. **Signature.** The bid must be signed manually in ink. The name and title of the person signing the bid response must be typed or printed above the signature. The bid must be signed by **Owner, Partner, Corp. Pres., Vice Pres., or other authorized Corp. Officer** or the bid may be rejected. If signed by other authorized Corp. Officer or representative, please attach a letter signed by the Owner, Partner, Corp. Pres., or Vice Pres. indicating the individual has authority to enter into a contract on behalf of the company (or a Power of Attorney).

27. **Supplemental Terms and Conditions.** Bids including supplemental terms and conditions will be accepted, but supplemental conditions that conflict with any conditions contained in this ITB or that diminish the State's rights will be considered null and void. The State is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award.

After award of contract:

- a) If a conflict arises between a supplemental term or condition included in the bid and a term or condition of the ITB, the term or condition of the ITB will prevail, and,
- b) If the State's rights would be diminished as a result of application of a supplemental term or condition included in the bid, the supplemental term or condition will be considered null and void.

Changes, modifications, additions, or alterations to the bid document could be cause for rejection of the submitted bid at the sole discretion of the NDDOT. Contact the Procurement Officer in writing prior to the deadline for clarifications.

28. **Taxes.** The State does not pay sales tax or federal excise tax. The state sales tax exemption number is E-2001. The federal tax-free transaction number is 45-0309764.

29. **Vendor Registration.** Bids will be accepted from bidders who are not currently Approved Bidders for the State of North Dakota; however, the successful bidder may be required to become approved prior to award, in accordance with N.D.C.C. 54-44.4-09. To become an Approved Bidder, you must: 1) register with the North Dakota Secretary of State (fees apply), and 2) submit a completed Bidder List Application to the ND State Procurement Office. Registration instructions and forms are available on-line at: [www.nd.gov/spo/vendor](http://www.nd.gov/spo/vendor). Contact the ND State Procurement Office at 701-328-2683 or [infospo@nd.gov](mailto:infospo@nd.gov) for assistance.

30. **Withdrawal or changes to a bid response prior to the bid opening date and time.** A bidder may withdraw or make a change to his bid response prior to the bid opening date and time. The request to make a change or withdraw must be in writing by a representative of the firm. The request to withdraw or change must be signed by the bidder or his designated representatives.

31. **Withdrawals after the bid opening date and time.** Withdrawals after the bid opening will be allowed only upon written approval from the NDDOT Procurement Office. Vendors continually withdrawing bids after the bid opening may be removed from the Vendor Database.

### **GENERAL CONTRACT TERMS AND CONDITIONS**

1. **Preparation of Bid:** Bids will be accepted on NDDOT forms only. Bidder's shall initial each page bottom where indicated. Bidders are cautioned to examine specifications and all instructions. Failure to do so will be at the bidder's risk. Any irregularities or lack of clarity in the invitation for bid must be brought to the attention of the Procurement Officer (Telephone 701-328-4466, Fax 701-328-0310) as soon as possible not later than the date set for questions and objections.

2. **Contract Administrator:** After the contract has been awarded, the Contractor will work with the Contract Administrator assigned. Invoices are to be submitted to the Contract Administrator unless otherwise instructed. Failure to submit correct invoices to the appropriate NDDOT office may delay contractor payment. For this contract the administrators are:

**Walt Peterson– Burke, Divide, and Williams Counties**  
Williston District Engineer  
605 Dakota Parkway W  
P.O. Box 698  
Williston, ND 58802-0698  
701-774-2710, [wpeterso@nd.gov](mailto:wpeterso@nd.gov)

**Bob Allen –McLean County**  
Minot Asst. District Engineer  
1305 Hwy 2 Bypass East  
Minot, ND 58701-7922  
701-857-6911, [boallen@nd.gov](mailto:boallen@nd.gov)

**Richard Sampson – Griggs County**  
Grand Forks District Maintenance  
1951 N Washington  
P.O. Box 13077  
Grand Forks, ND 58208-3077  
701-784-6507, [rsampson@nd.gov](mailto:rsampson@nd.gov)

3. **Applicable Law and Venue.** Any dispute arising out of this agreement will be resolved under the laws of the State of North Dakota.

4. **Binding Contract.** The acceptance of a bid response in writing by the purchasing agency constitutes a contract between the bidder and the State. Written acceptance from the purchasing agency will be in the form of a purchase order, notification of award, or contract. Any oral agreement or arrangement by a bidder with a State employee or purchasing agency will have no force or effect unless reduced to writing.

5. **Compliance with Laws, Nondiscrimination and Affirmative Action.** The contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, regulations and policies, including those relating to nondiscrimination, affirmative action, accessibility and civil rights including Title VI of the Civil Rights Act of 1964. The contractor agrees to file all required reports on time, to make required payroll deductions, and to pay all taxes and premiums owed on time, including sales and use taxes and unemployment compensation and workers' compensation premiums. The contractor shall have and keep current at all times during the term of this contract all licenses and permits required by law.

6. **Contract Amendments, Waivers.** After a binding contract has been entered into, no changes (i.e. additions, substitutions, subcontracting or a price adjustment) may be made, unless prior approval has been obtained from the purchasing agency and Procurement Officer.

The terms of this contract shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties. No waiver consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement.

7. **Contract Term and Renewal Option.** The NDDOT will enter into a contract with an effective date **beginning May 1, 2013 and ending April 30, 2014**, inclusive. This contract may be renewed upon satisfactory completion of the initial contract term. The NDDOT reserves the right to execute up to two options to renew this contract for a period of twelve (12) months each, not to exceed thirty-six (36) months total. Renewals will be documented by amendment.

The NDDOT reserves the right to renegotiate price and terms provided that such negotiated price and terms fall within the original scope of work for this bid. Negotiations may be conducted annually or at such times that additional and unexpected services falling within the scope of the contract may occur. Such changes will be documented by amendment to the contract.

8. **Contract Termination.**

a. **Termination without Cause.** This contract may be terminated by mutual consent of both parties, or by either party upon 30 days' written notice.

b. **Termination for Lack of Funding or Authority.** The State may terminate this contract effective upon delivery of written notice to the contractor, or on any later date stated in the notice, under any of the following conditions:

- i. If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term. The contract may be modified by agreement of the parties in writing to accommodate a reduction in funds.
- ii. If federal or state regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
- iii. If any license or certificate required by law or regulation to be held by the contractor to provide the services required by the contract is for any reason denied, revoked or not renewed.

Any such termination of this contract under (i), (ii), or (iii), above, shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

c. **Termination for Cause.** The State by written notice of default to the contractor may terminate the whole or any part of this contract:

- i. If the contractor fails to provide services required by this contract within the time specified herein or any extension thereof; or
- ii. If the contractor fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms and after receipt of written notice from the State, fails to correct such failures within ten days or such longer period as NDDOT may authorize.
- iii. The rights and remedies of the State provided in the above clause related to defaults by the contractor are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.

- d. **Termination, Deliveries.** If the contract is terminated for any reason, the contractor is responsible for delivery of all commodities and services ordered prior to the termination, unless those orders had been canceled by the Purchasing Agency or Entity.

9. **Contract Price Adjustment:** The Contract Unit Prices shall be firm for the twelve (12) months of the contract period. On an annual basis, all unit prices may be subject to price adjustment (increase / decrease). The request for a price adjustment shall be submitted to the Procurement Office at least forty five (45) days before the scheduled contract expiration date and must include justification for the proposed change. The Procurement Officer will respond as follows:

- 1) The request may be granted,
- 2) The contract may be cancelled and solicitation may be re-advertised, or
- 3) The contract may be continued without change.

If a price increase is approved by the NDDOT, the date the increase will be effective along with the new unit prices will be included in an amendment document. Approval of any price increase renews the twelve month firm price period.

The State shall also be advised of and receive the benefit of any price decrease. The same notification and review process will apply to a decrease in cost.

10. **Materials and Workmanship.** All material and workmanship shall be subject to inspection and testing at the discretion of the purchasing agency.

11. **Inspection and Investigations.** The State reserves the right to conduct inspections and investigations related to the bidder and offered commodities or services to make determinations regarding compliance with the bid requirements and responsibility of the bidder.

12. **Billing and Payment Procedures:** Invoices are to be submitted to the Contract Administrators unless otherwise instructed. Failure to submit correct invoices to the appropriate NDDOT office may delay contractor payment.

Payment will normally be made within thirty days after delivery and acceptance of commodities or services under this contract and receipt of a correct invoice. All invoice and payment inquiries must be directed to the purchasing agency.

13. **Subcontracts, Assignment:** The contractor shall not subcontract, assign or transfer the contractor's interests or duties under this contract without express written consent of the purchasing agency.

14. **Successors in Interest:** The provisions of this agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

15. **Notification Required:** The Contractor shall notify NDDOT 24 hours in advance of the starting time of the anticipated schedule. Contract Administrators may be contacted between the hours of 7:00 AM – 4:30 PM, Monday through Friday.

All NDDOT offices will be closed in recognition of State holidays. Any day declared a holiday by the President or Governor will also be recognized by office closure.

**North Dakota Department of Transportation  
Right-of-Way Noxious Weed Spraying  
For the following counties  
BURKE, DIVIDE, WILLIAMS, MCLEAN AND GRIGGS**

The intent of this bid is to obtain services for the control or eradication of all invasive/noxious weeds within the North Dakota Department of Transportation's highway right-of-way in accordance with all state and federal laws and regulations.

The NDDOT currently contracts with the County Weed Boards to accomplish noxious weed control and intends to continue that practice where feasible. The NDDOT has identified a limited need to procure weed spraying services for Burke, Divide, Williams, McLean and Griggs Counties.

Miles Of State Roadway To Be Sprayed

	2-Lane	4-Lane
BURKE	130.1	0
DIVIDE	118.3	0
WILLIAMS	190	55
MCLEAN	230.3	79.2
GRIGGS	83	0

1. The area to be covered is the entire right-of-way from the roadway paved shoulder edge to the fence line or outer right-of-way line on both sides of the roadway. The bidder will be responsible for identification and control of weeds by the "Spot Spray" method. A map is provided of the state roadways in the county.
2. The North Dakota State University Extension Service is responsible for the certification of applicators in North Dakota. All providers responding to the bid must be certified under the NDSU Extension Service program. Please submit copies of certification documents for each applicator.
3. Offerors who respond to the ITB must comply with the current applicable State law and regulations. (See <http://www.ag.ndsu.nodak.edu/aginfo/pesticide/laws.htm>)
4. The NDDOT Right-of-Way spraying requirements will vary dependent upon weather conditions, weed type, quantity of weeds, physical area and geographic location.
5. The bidder shall identify areas not sprayed due to: standing water or soil too wet to spray, mowed, sensitive crop, etc.
6. All herbicides shall be applied in accordance with the manufacturer's recommendations.
7. Pickups and trucks with spray booms or boomless nozzles can be used for large open areas of rolling terrain. ATV sprayers with booms or boomless nozzles or hand application are preferred for rough terrain so as not to tear up roadsides. Pickups with hand spray hoses should have a minimum of 200 feet of hose to reach to the outer edge of the Right-of-Way.
8. Equipment will be required to follow the NDDOT Traffic Control Requirements for Operations on Highways and Streets. A 360 degree amber flashing beacon is required for mobile operations on the shoulder and in the right-of-way. Sprayers will be required to move in the direction of the normal traffic flow.
9. The bidder will be responsible for addressing and settling any and all complaints received from the public arising from the application of the right-of-way.
10. Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must identify the names of the subcontractors and the portions of the work the subcontractors will perform. Subcontractors are subject to the same conditions and terms as the Contractor, including insurance certification. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the NDDOT District Office.

BIDDER     RW



11. The bidder shall provide all equipment, labor, water, herbicide, etc. to complete the work. The bidder will not be paid for travel time, water fill, or other incidental items. The bidder will be paid a rate per hour for spray time only which shall be tracked on daily spray records. Herbicide will be reimbursed at cost per application to complete the work. Contractor will be required to supply supporting documentation for Herbicide cost reimbursement.

12. Billing must consist of an invoice which can be submitted monthly or upon project completion. The invoice shall be accompanied by SFN 17825, attached, with complete daily spray records (Or an approved equal, generated by computer and containing the same information). No payment shall be made until approved by NDDOT. Payment is for work performed to the satisfaction of NDDOT. Inadequate treatment will require reapplication of herbicides at no additional cost to NDDOT.

13. Daily records documenting spraying activities for all roads shall be recorded using form SFN 50020 (3-96) attached. The records shall be submitted upon project completion with the invoice to receive payment.

14. The attached Risk Management Appendix is hereby incorporated and made a part of this bid.

15. Bidders must provide THREE names with contact information from businesses/agencies for which they currently provide services of a similar nature that will act as references. The State reserves the right to contact any references provided by the bidder and to use that reference response in the determination of award. Bidders are invited to provide letters of reference from previous customers.

16. Award will be made to the responsible bidder with the lowest priced bid that is responsive to the specifications and all other requirements stated herein.

17. The award may be split by County. More than one County may be awarded to any successful offeror. Any bidder who wishes to receive the entire award or no award at all, must so state.

18. The NDDOT has determined an acceptable spraying season contract amount for each County. Contractors may not exceed this amount without the approval of NDDOT.

Seasonal Contract Amount By County

BURKE COUNTY	\$ 9,000.00
DIVIDE COUNTY	\$ 9,000.00
WILLIAMS COUNTY	\$ 17,000.00
MCCLEAN COUNTY	\$ 10,000.00
GRIGGS COUNTY	\$ 7,500.00

19. Service Representative. The contractor must provide a dedicated customer service representative to provide support for this contract. The contractor shall notify the Procurement Officer in the event the representative is changed.

NAME: Ryan Walker  
(Name of person servicing this contract)

BUSINESS NAME: Walkers Lawn Care LLC

MAILING ADDRESS: 28 164<sup>th</sup> Ave NE

CITY & STATE: Hillsboro ND ZIP CODE: 58045

PHONE NUMBER: 218-779-2744 TOLL FREE: \_\_\_\_\_

FAX NUMBER: 701-203-4057 E-MAIL: Walkerslawncare@hotmail.com

BIDDER RW

**BID RESPONSE**

EMPLOYEE CERTIFICATION INFORMATION REFERENCE - SCOPE OF WORK, PARA. 2		
EMPLOYEE NAME	CERTIFICATION NUMBER Attach copies of certificates	EXPIRATION DATE
Ryan Walker	138810	Apr 1 2014
Nathan Beckman	10046333	Apr 1 2015
Allan Phelps	137597	Apr 1 2016
Katrin Phelps	10040836	Apr 1 2014

IDENTIFICATION AND WEED CONTROL USING THE 'SPOT SPRAY' METHOD REFERENCE - SCOPE OF WORK, PARA. 11		
ITEM	COUNTY	BID PRICE PER SPRAY HOUR
1	BURKE	\$
2	DIVIDE	\$
3	WILLIAMS	\$
4	MCLEAN	\$
5	GRIGGS	\$ 55.00

**Bid Item 6 - OPTION 1 - GPS REPORTING**

The successful bidder shall provide a record of GPS locations of spraying work while in progress. All data consistent with form SFN 50020 shall be provided along with a map at the time invoice is submitted for payment.

Indicate any additional cost for this reporting level: \$ 5.00 per Hour - Add to Spray Hour Rate

3 REFERENCES WITH CONTACT INFORMATION SUPPLIED YES ☒ NO ☐

**ATTACHMENTS:**

Risk Management Appendix  
SFN 50020 - Right-of-Way Records Daily Report  
SFN 17825 - Weed/Grasshopper Control Program

BIDDER RW

## Public Search Engine and List Generator Website

**ID & Name:** 138810 WALKER RYAN D

**City, State:** HILLSBORO, ND

[Return Back](#)

Pesticide Category	Expiration Date
--------------------	-----------------

**All certifications expire April 1 of the year listed**

<b>AG PEST CONTROL</b>	April 1st 2014
------------------------	----------------

<b>GROUND CORE</b>	April 1st 2014
--------------------	----------------

<b>ORNAMENTAL TURF</b>	April 1st 2008
------------------------	----------------

<b>RIGHT OF WAY</b>	April 1st 2014
---------------------	----------------

## Public Search Engine and List Generator Website

**ID & Name:** 10046333 BECKMAN NATHAN

**City, State:** FARGO, ND

[Return Back](#)

Pesticide Category	Expiration Date
All certifications expire April 1 of the year listed	
AG PEST CONTROL	April 1st 2012
GROUND CORE	April 1st 2015
RIGHT OF WAY	April 1st 2015

## Public Search Engine and List Generator Website

**ID & Name:** 137597 PHELPS CHARLES ALLEN

**City, State:** SHARON, ND

[Return Back](#)

Pesticide Category	Expiration Date
All certifications expire April 1 of the year listed	
AG PEST CONTROL	April 1st 2016
GROUND CORE	April 1st 2016
RIGHT OF WAY	April 1st 2016
SEED TREATMENT	April 1st 1998

## Public Search Engine and List Generator Website

**ID & Name:** 10040836 PHELPS KATRINA ROSE

**City, State:** SHARON, ND

[Return Back](#)

Pesticide Category	Expiration Date
All certifications expire April 1 of the year listed	
AG PEST CONTROL	April 1st 2014
GROUND CORE	April 1st 2014
RIGHT OF WAY	April 1st 2014



**Cass County  
Weed Control  
Board**

Larry Wilcox, Chairman  
Ken Hagen  
Clayton Brennan  
George Grossman  
Wes Ecker

Stan L. Wolf  
Weed Control Officer

April 12, 2012

To whom it may concern,

Walker's Lawn Care has worked for Cass County Weed Control spraying noxious weeds in the interstate, state, county and township road rights of way during the years 2004 to 2009. During that time he has sprayed on average about 2400 acres at an average cost of \$115,000.00 per year. Walker was assigned the southern ½ of Cass County including the Interstate 94 right of way. The total acreage of all the rights of way is approx. 10,000 acres within approx. 1500 road centerline miles. Walker had sufficient equipment including spray trucks and ATV sprayers and manpower to cover the entire rights of way in an efficient and timely manner.

Walker's Lawn Care provided detailed copies of his daily spray logs and GPS reports showing the locations where the herbicide was applied as required in the spray contract. The GPS reports were then incorporated into the county's database.

During the years in the areas where he has sprayed we have not received any spray drift complaints from adjacent landowners. Cass County has about ½ of its cropland planted to soybeans and sugarbeets, both very susceptible to broadleaf herbicides.

In summary Walker's Lawn Care conducted the yearly noxious weed control scouting and spraying operation in a timely, efficient and effective manner. We would recommend his services for noxious weed control programs.

Sincerely,

Stan Wolf  
Weed Control Officer

1201 West Main Ave.  
West Fargo, ND 58078

Phone: 701-298-2388  
Fax 701-298-2396

To whom it may concern,

Ransom County hired Walker's Lawn Care to spray noxious weeds in the rights of way of our state, county, and township roads. Our board hired him to spray 1,000 acres in these areas.

Ryan Walker is who we worked with. The work our board asked him to do was done in a timely and very professional manner. Walker's Lawn Care provided us with log sheets for our Department of Transportation report that were very detailed on acreage and herbicide application.

I found Ryan very easy to work with in sharing information about our county, such as where to apply different herbicides, and in areas that were restricted from herbicides. Anytime I tried to get in touch with Ryan, either by email or by phone, he always answered or returned my calls in a timely manner.

From the information I have received from our secretary, our weed board, and my experience working with Ryan, I would recommend his services for noxious weed control. Ransom County has hired Walker's Lawn Care again this year, increasing his total acres to 1,500.

Sincerely,

Jerry Hiam  
Weed Control Officer Ransom County  
P.O. Box 371  
Lisbon, ND 58054  
Phone: Office 701-683-6173  
Cell 701-678-4602





**DEPARTMENT OF THE ARMY  
CORPS OF ENGINEERS, OMAHA DISTRICT  
GARRISON PROJECT OFFICE  
PO BOX 627  
RIVERDALE, NORTH DAKOTA 58565-0527**

April 16, 2012

**Natural Resource Section**

To Whom It May Concern,

The U.S. Army Corps of Engineers Garrison Project Natural Resource Branch, would like to express their appreciation to the employees of Walker's Lawncare L.L.C. who performed chemical application for vegetation management on the Garrison Project, ND during the summer of 2011.

During the time spent onsite, July 18 through July 27, the sprayers were very cooperative and responsive to requests that were made during the process of chemical application. Amidst a few minor challenges due to the high water event at the project during the chemical application, the crew was pro-active and of the mindset to get the job done in a timely and appropriate manner. During site visits, Corps representatives witnessed that Walker's Lawncare had respectful, experienced, and skilled people operating their equipment and working the contract as a whole. Walker's Lawncare provided the Pesticide Application Records and contract deliverables in accordance with the contract. The Corps was pleased with the work that was completed.

Again, the Corps of Engineers would like to thank the employees of Walker's Lawncare L.L.C. for being responsible and cordial to work with. If you have any questions please feel free to contact Hattie Payne at (701) 654-7411 ext. 237.

Sincerely,

A handwritten signature in cursive script that reads "Linda Phelps".

Linda Phelps  
Natural Resource Manager



**RIGHT OF WAY RECORDS DAILY REPORT**  
 NORTH DAKOTA DEPARTMENT OF AGRICULTURE  
 PESTICIDE AND FERTILIZER DIVISION  
 SFN 50020 (2-2013)

County/Township		Equipment	Date
Name of Applicator	Certification Number	Name of Driver	

										Daily Start Time	Daily Stop Time
Time (Hourly)											
Temperature (Hourly)											
Wind (Velocity)											
Wind (Direction)											
To N,E,S, or W Edge of Section OR Mile Marker											
To N,E,S, or W Edge of Section OR Mile Marker											
On N, E, S, or W Edge of Road											
Gallons Diluted Material Used											
Weeds Controlled											
Acres/Square Feet											

Load Number				
Chemical # 1				
Supplier of Pesticide				
EPA Reg Number Chemical # 1				
Chemical # 2				
Supplier of Pesticide				
EPA Reg Number Chemical #2				
Carrier Gallons				
Total				

6	5	4	3	2	1
7	8	9	10	11	12
18	17	16	15	14	13
19	20	21	22	23	24
30	29	28	27	26	25
31	32	33	34	35	36

Applicator Signature
----------------------

RANGE

North Dakota Department of Transportation, Maintenance & Engineering Services

County	District Location	Weed	Grass Hopper

[illegible]

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION  
CIVIL RIGHTS APPENDIX**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor), agrees as follows:

1. Compliance with Regulations: The Contractor shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, disability/handicap, or income status\*\*, in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate, either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation, made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability/handicap, or income status.\*\*
4. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the North Dakota Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the North Dakota Department of Transportation, or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the North Dakota Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:
  - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
  - b. cancellation, termination, or suspension of the contract, in whole or in part.
6. Incorporation of Provisions: The Contractor shall include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

The Contractor shall take such action with respect to any subcontract or procurement as the North Dakota Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, the Contractor may request the North Dakota Department of Transportation to enter into such litigation to protect the interests of the State; and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

\*\*The Act governs race, color, and national origin. Related Nondiscrimination Authorities govern sex, 23 U.S.C. 324; age, 42 U.S.C. 6101; disability/handicap, 29 U.S.C. 790; and low income, E.O. 12898.



## Risk Management Appendix

### Service Contracts with Private Individuals, Companies, Corporations, Etc.:

Contractor agrees to defend, indemnify, and hold harmless the state of North Dakota, its agencies, officers and employees (State), from and against claims based on the vicarious liability of the State or its agents, but not against claims based on the State's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by Contractor to the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Contractor also agrees to defend, indemnify, and hold the State harmless for all costs, expenses and attorneys' fees incurred if the State prevails in an action against Contractor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

Contractor shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota, the following insurance coverages:

- 1) **Commercial general liability and automobile liability** insurance – minimum limits of liability required are **\$250,000 per person and \$1,000,000 per occurrence.**
- 2) **Workers compensation** insurance meeting all statutory limits.
- 3) The State of North Dakota, its agencies, officers, and employees (State) shall be endorsed as an **additional insured** on the commercial general liability and automobile liability policies.
- 4) Said endorsements shall contain a **"Waiver of Subrogation"** in favor of the state of North Dakota.
- 5) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

**Contractor shall furnish a certificate of insurance evidencing the requirements in 1, 3, and 4, above to the undersigned State representative prior to commencement of this agreement.**

The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time. Any attorney who represents the State under this contract must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08.

When a portion of a Contract is sublet, the Contractor shall obtain insurance protection (as outlined above) to provide liability coverage to protect the Contractor and the State as a result of work undertaken by the Subcontractor. In addition, the Contractor shall ensure that any and all parties performing work under the Contract are covered by public liability insurance as outlined above. All Subcontractors performing work under the Contract are required to maintain the same scope of insurance required of the Contractor. The Contractor shall be held responsible for ensuring compliance with those requirements by all Subcontractors.

Contractor's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the State. Any insurance, self-insurance or self-retention maintained by the State shall be excess of the Contractor's insurance and shall not contribute with it. The insolvency or bankruptcy of the insured Contractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Contractor from meeting the retention limit under the policy. Any deductible amount or other obligations under the policy(ies) shall be the sole responsibility of the Contractor. This insurance may be in a policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The State will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above.

RM Consulted 2007  
Revised 5-09



**North Dakota Department of Transportation  
AMENDMENT TO CONTRACT NO. 50130771  
Project No.**

THIS AMENDMENT to the above-referenced contract is entered into by and between the State of North Dakota, acting through its Director of Transportation, hereinafter known as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and Walker's Lawncare LLC, hereinafter known as the Contractor, whose address is 28 164<sup>th</sup> Avenue NE, Hillsboro, ND 58045.

WHEREAS, the parties entered into a contract on May 1, 2013; and

WHEREAS, the contractor, who has performed satisfactorily, has expressed a willingness to extend the term of the above referenced contract for an additional twelve (12) month period; and

NOW THEREFORE, the Contractor and NDDOT agree that the term of the contract is extended through April 30, 2015.



All other terms and conditions of the above-referenced contract are incorporated herein by reference and remain in full force and effect.

EXECUTED the date last below signed.

WITNESS:

Stephanie Walker  
NAME (TYPE OR PRINT)  
[Signature]  
SIGNATURE

To be signed by Owner, Partner, Corp. Pres., Vice Pres., or other authorized Corp. Officer. (If signed by other authorized Corp. Officer, please attach copy of Power of Attorney or other documentation showing authority to sign.)

CONTRACTOR:

Walker's Landscape LLC  
COMPANY NAME  
Ryan Walker  
OFFICER'S NAME (TYPE OR PRINT)  
[Signature]  
SIGNATURE  
V.P.  
TITLE  
3-27-14  
DATE

WITNESS:

Sandra Goebel  
NAME (TYPE OR PRINT)  
[Signature]  
SIGNATURE

NORTH DAKOTA DEPARTMENT  
OF TRANSPORTATION

Grant Levi

[Signature]  
DIRECTOR (TYPE OR PRINT)  
[Signature]  
SIGNATURE  
02 APR 2014  
DATE

APPROVED as to substance by:

Brad Darr  
DIVISION DIRECTOR (TYPE OR PRINT)  
[Signature]  
SIGNATURE  
3-31-14  
DATE

CLA 52494 (Div. 06)  
L.D. Approved 5-19-00; 5-03



APPROVED as to execution this  
1 day of April 2014  
ATTORNEY GENERAL  
By [Signature]  
SPECIAL ASST. ATTORNEY GENERAL

**North Dakota Department of Transportation  
AMENDMENT TO CONTRACT NO. 50130771  
Project No.**

THIS AMENDMENT to the above-referenced contract is entered into by and between the State of North Dakota, acting through its Director of Transportation, hereinafter known as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and Walker's Lawncare LLC, hereinafter known as the Contractor, whose address is 28 164<sup>th</sup> Avenue NE, Hillsboro, North Dakota, 58045.

WHEREAS, the parties entered into a contract on May 1, 2013; and

WHEREAS, the contract was competitively bid and awarded to the Contractor; and

WHEREAS, the Contractor has performed satisfactorily under the terms of the contract; and

WHEREAS, the Contractor has expressed a willingness to extend the term of the above-referenced contract for an additional twelve (12) months; and

NOW THEREFORE, the Contractor and NDDOT agree that the term of the contract is extended through April 30, 2016.





All other terms and conditions of the above-referenced contract are incorporated herein by reference and remain in full force and effect.

EXECUTED the date last below signed.

WITNESS:

Stephanie Walker  
NAME (TYPE OR PRINT)  
[Signature]  
SIGNATURE

To be signed by Owner, Partner, Corp. Pres., Vice Pres., or other authorized Corp. Officer. (If signed by other authorized Corp. Officer, please attach copy of Power of Attorney or other documentation showing authority to sign.)

CONTRACTOR:

Walker's Lumber Co LLC  
COMPANY NAME  
Ryan Walker  
OFFICER'S NAME (TYPE OR PRINT)  
[Signature]  
SIGNATURE  
V.P. - owner  
TITLE  
3/30/15  
DATE

WITNESS:

Sondra Goebel  
NAME (TYPE OR PRINT)  
[Signature]  
SIGNATURE

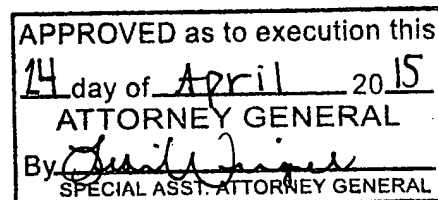
NORTH DAKOTA DEPARTMENT  
OF TRANSPORTATION

Grant Levi  
DIRECTOR (TYPE OR PRINT)  
[Signature]  
SIGNATURE  
4/24/15  
DATE

APPROVED as to substance by:

Brad Dorr  
DIVISION DIRECTOR (TYPE OR PRINT)  
[Signature]  
SIGNATURE  
4-16-15  
DATE

CLA 52494 (Div. 06)  
L.D. Approved 5-19-00; 5-03





April 26, 2013

# North Dakota Department of Transportation

Grant Levi, P.E.  
Interim Director

Jack Dalrymple  
Governor

**WALKER'S LAWCARE LLC**  
**ATTN: RYAN WALKER, V.P./OWNER**  
**28 164<sup>TH</sup> AVE NE**  
**HILLSBORO, ND 58045**

Dear Contractor:

You have submitted to the North Dakota Department of Transportation (NDDOT), in connection with your certificate of insurance, additional pages or language on the certificate which either purports to limit or qualify the information reflected on the certificate of insurance or which purports to change, modify or amend your company's insurance policies. NDDOT policy is to not solicit, review or approve contractors' insurance policies, endorsements or amendments to insurance policies, or insurance documents other than properly completed certificates of insurance. NDDOT contracts specify that contractors are responsible for acquiring and maintaining specified coverages and proof of insurance.

Please have a company executive authorized to execute contract documents sign and date the statement below attesting that your company has insurance coverage consistent with the contract provisions and immediately fax and mail it back to us.

Be advised that execution of this contract will be delayed until these issues have been resolved.

Sincerely,

**Shannon Sauer, Division Director**  
**Financial Management Division**

---

BID NO. 988-89-13-050

**WALKER'S LAWCARE LLC** hereby states that the company has, and will maintain in force, insurance coverages (including proof of coverages) consistent with the contract specifications.

Date Apr 26 2013

Ryan Walker - V.P.  
Type or Print Name & Title

Ryan Walker  
Signature

608 East Boulevard Avenue • Bismarck, North Dakota 58505-0700  
Information: (701) 328-2500 • FAX: (701) 328-0310 • TTY: 1-800-366-6888 • [www.dot.nd.gov](http://www.dot.nd.gov)



# CERTIFICATE OF LIABILITY INSURANCE

WALKE-4

OP ID: K3

DATE (MM/DD/YYYY)

04/12/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Bremer Insurance - ND 317 16th St NW, PO Box 1549 Minot, ND 58702 Larry M Galvin		<b>701-852-1277</b> <b>701-838-3769</b>	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b>
<b>INSURED</b> Walker's Lawn Care, LLC 28 164th Ave. NE Hillsboro, ND 58045		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A: Allied Insurance Group</b> <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> <b>19100</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY			ACP7215609765	04/20/13	04/20/14	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			ACP7215609765	04/20/13	04/20/14	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE						\$
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						WC STATUTORY LIMITS \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						OTH-ER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Proof of Insurance

Certificate Holder & the State of North Dakota its agencies officers & employees (State) are Additional Insured w/ Waiver of Subrogation

**CERTIFICATE HOLDER****CANCELLATION**

<b>NDDOT-2</b>  ND Dept. of Transportation 608 East Boulevard Ave. Bismarck, ND 58505-0700	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Kyrati A. Bertech</i>
--	---

© 1988-2010 ACORD CORPORATION. All rights reserved.

**POLICY NUMBER: CAND000001070**

CLIENT NUMBER: 000000023832

EFF. DATE: 04/12/2013

EXP. DATE: 04/12/2014

CHANGE EFFECTIVE: 05/02/2013

**Designated Insured:**

NORTH DAKOTA DOT  
PROCUREMENT ROOM 222  
608 E BOULEVARD AVENUE  
BISMARCK ND 58505--070

Insured:  
WALKER'S LAWN CARE  
RYAN WALKER DBA  
28 164TH AVE NE  
HILLSBORO ND 58045-9235

1. Designated person(s) or organization(s) are identified as-"insureds" under the Who Is An Insured Provision of the Coverage Form. The naming of designated insured does not alter coverage provided in the Coverage Form.

Each specified person or organization becomes a designated insured on the effective date unless a date is indicated in the change effective date.

2. Each person or organization shown above is an "insured" for Liability coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

---

Insurance is provided by the policy for: Vehicle 001 1991 CHEV PICKUP2500 VIN# 2GCFK29K9M1246317

Loan Number: COMMERCIAL AUTOS

COMBINED SINGLE LIMITS \$ 1,000,000  
UNINSURED MOTORIST  
UNDERINSURED MOTORIST  
PERSONAL INJURY PROTECTION

Designated Insured Notification

**POLICY NUMBER: CAND000001070**

CLIENT NUMBER: 000000023832

EFF. DATE: 04/12/2015

EXP. DATE: ~~04/12/2016~~

Designated Insured:

NORTH DAKOTA DOT  
PROCUREMENT ROOM 222  
608 E BOULEVARD AVENUE  
BISMARCK ND 58505--070

Insured:  
WALKER'S LAWN CARE  
RYAN WALKER DBA  
28 164TH AVE NE  
HILLSBORO ND 58045-9235

1. Designated person(s) or organization(s) are identified as "insureds" under the Who Is An Insured Provision of the Coverage Form. The naming of designated insured does not alter coverage provided in the Coverage Form.

Each specified person or organization becomes a designated insured on the effective date unless a date is indicated in the change effective date.

2. Each person or organization shown above is an "insured" for Liability coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

---

Insurance is provided by the policy for: Vehicle 001 1991 CHEV PICKUP2500 VIN# 2GCFK29K9M1246317

Loan Number: COMMERCIAL AUTOS

COMBINED SINGLE LIMITS \$ 1,000,000  
UNINSURED MOTORIST  
UNDERINSURED MOTORIST  
PERSONAL INJURY PROTECTION